

*Intellectual Property and Technology Related Causes*

Ernie L. Brooks  
James A. Kushman  
David R. Syrowik  
Mark A. Cantor  
Ralph M. Burton  
Robert C. J. Tuttle  
Earl J. LaFontaine  
Ronald M. Nabozny  
Thomas A. Lewry

John E. Nemazi  
Kevin J. Heintz  
William G. Abbatt  
Donald J. Harrington  
John M. Halan  
Jeffrey M. Szuma  
Maria Franek Angileri  
Frank A. Angileri  
William G. Conger

Christopher W. Quinn  
Sangeeta G. Shah  
George R. Mosher  
Frederick M. Ritchie  
John M. Sheridan  
Elizabeth F. Janda  
Robert C. Brandenburg  
A. Frank Duke  
James R. Ignatowski

David S. Bir  
James N. Kallis  
Hugo A. Delevie  
Mark E. Stuenkel  
Michael S. Brodbine  
Seth E. Rodack  
Pete N. Kiouis  
Ginta D. Kukainis  
Philip Abromats

Thomas W. Cunningham  
John S. LeRoy  
\*Anessa Owen Kramer  
Jeremy J. Curcuri  
Matthew R. Mowers  
Matthew M. Jakubowski  
Marc Lorelli  
Mark F. Malooley

Registered Patent Agents  
Mark D. Chuey, Ph.D.  
Stephanie M. Mansfield, Ph.D.  
John D. Russell, Ph.D.  
Robert C. Jones

\*Admitted in DC & MD



May 28, 2002

Mr. Joseph W. Hammell  
Dorsey & Whitney LLP  
Pillsbury Center South  
220 South Sixth Street  
Minneapolis, MN 55402-1498

Via Facsimile: (612) 340-2777

**Re: U.S. Patent Application for:  
Storage Technology Corporation  
Invention Disclosure No.: 2001-028-NSC  
Our File No.: STK 01028 PUS**

Dear Mr. Hammell:

I am writing in response to your letter of May 9, 2002 concerning the above-identified patent application.

Contrary to your contention, Mr. Kuik's proposed agreement set forth in your April 5 letter did nothing to provide the clarification we requested. We specifically informed you in my March 15 letter of the unacceptability of any condition that would require StorageTek to forego enforcement of any patent issuing from this application against Mr. Kuik or Cisco. Mr. Kuik's proposal, however, completely failed to address that issue.

We reiterated our concern about that issue in my April 22 letter, and also specified a number of other concerns with Mr. Kuik's proposal. Your May 9 letter fails to address any of these, and your attempt to shift the burden to StorageTek is misguided. In light of Mr. Kuik's Employee Agreement, StorageTek is entitled to his unconditional cooperation. StorageTek is under no obligation to consider any of Mr. Kuik's conditions, but was nevertheless willing to do so. Mr. Kuik's proposal, however, ignored and continues to ignore StorageTek's express and legitimate concerns.

Also contrary to your contention, we have never asked Mr. Kuik to sign any document that he believes to contain false statements. Instead, we have asked for Mr. Kuik's input and comments concerning the patent application, which he has refused to provide. While a mere formality in light of the assignment in his Employee Agreement, we have also provided and asked for his execution of an Assignment document. Despite your repeated assertions in your May 9

Joseph W. Hammell  
May 28, 2002  
Page 2

letter that Mr. Kuik has no objection to and is prepared to sign that Assignment, he has refused to do so, thereby further evidencing that he has no intention of cooperating.


Still further, your continuing accusation that StorageTek is attempting to gain "some sort" of advantage in litigation and is somehow acting in "bad faith" by failing to agree to Mr. Kuik's proposal remains baseless. Despite the fact that it had no obligation to do so, StorageTek was willing to consider Mr. Kuik's conditions, and explained its concerns with Mr. Kuik's specific proposal. Mr. Kuik, however, has ignored those concerns.

Finally, your argument that Mr. Kuik owes no duty to StorageTek under his Employee Agreement because that Agreement was executed with Network Systems is frivolous. As both you and Mr. Kuik are surely aware, Network Systems was merged with and into StorageTek. Mr. Kuik's obligations to Network Systems therefore became obligations to StorageTek. Moreover, Mr. Kuik is certainly not in compliance with those obligations, as he has refused StorageTek's reasonable request for his cooperation on this patent application, including that he sign and return the Assignment provided to him. Indeed, Mr. Kuik refuses to execute that Assignment despite your repeated assertions that he has no objection and is prepared to do so.

It therefore remains apparent that Mr. Kuik has no intention of cooperating on this matter. As a result, StorageTek will take those steps necessary to pursue the application in the absence of his cooperation.

Very truly yours,

BROOKS & KUSHMAN P.C.

  
Jeffrey M. Szuma